

REMARKS

This Application has been carefully reviewed in light of the Final Office Action mailed July 26, 2006 (“Office Action”). At the time of the Office Action, Claims 1-13 and 41-60 were pending in the application. In the Office Action, the Examiner rejects Claims 1-13 and 41-60. To advance prosecution of this case, Applicant amends Claims 1-2, 4-8, 10-13, 41-47, 49-52, 54-58, and 60. In addition, Applicant adds new Claims 61-67. Applicant does not admit that any amendments are necessary due to any prior art or any of the Examiner’s rejections. Applicant respectfully requests reconsideration and allowance of Claims 1-13 and 41-67.

Interview

Applicant thanks the Examiner for the telephone interview, which was conducted on September 18, 2006, and during which the “priority” recited in Claim 1 was discussed. Applicant disagrees with the Interview Summary mailed on September 27, 2006. Applicant did not agree to file an amendment “to overcome the prior art.” (Interview Summary; page 1). During the Interview, Applicant discussed with the Examiner a clarifying amendment. However, Applicant did not admit or agree that such clarifying amendment was “to overcome the prior art.” In the present Response, Applicant submits various amendments to advance prosecution of this case, but Applicant does not admit that any amendments are necessary due to any prior art or any of the Examiner’s rejections.

Claim Rejections - 35 U.S.C. § 102

The Examiner rejects Claims 1-12, 41-52, and 54-60 under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 6,405,049 B2 issued to Herrod, et al. (“*Herrod*”). Applicant respectfully requests reconsideration and allowance of Claims 1-12, 41-52, and 54-60.

Herrod fails to support the rejection for several reasons. First, *Herrod* fails to teach, suggest, or disclose that the “secure data access port is operable to...transform the remote request into a serial data stream” as recited in amended Claim 41. Second, *Herrod* fails to teach, suggest, or disclose “a plurality of local client devices communicatively coupled to the dealer management system” as recited in amended Claim 41. Third, *Herrod* fails to teach, suggest, or disclose that “the transformed remote request is treated by the dealer management

system as having a similar level of priority as the local request" as recited in amended Claim 41.

With respect to anticipation under § 102, the Court of Appeals for the Federal Circuit has consistently adhered to the basic principle that: "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). In addition, "The identical invention must be shown in as complete detail as is contained in the ... claim," and "[t]he elements must be arranged as required by the claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989); *In re Bond*, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990); M.P.E.P. § 2131 (emphases added).

First, *Herrod* fails to teach, suggest, or disclose that the "secure data access port is operable to...transform the remote request into a serial data stream" as recited in amended Claim 41. *Herrod* discloses a handheld terminal that wirelessly receives product information or shipping information from a host computer. (Col. 7, ll. 1-38; col. 19, ll. 14-29). The handheld terminal is associated with a cradle, which may communicate with the host computer via an "access point" or wireless transmitter. (Col. 10, ll. 25-58). In rejecting the claims, the Office Action equates the host computer in *Herrod* with the "remote system" in amended Claim 41, the cradle in *Herrod* with the "dealer management system" in amended Claim 41, and the access point in *Herrod* with the "secure data access port" in amended Claim 41. (Office Action; page 2). According to *Herrod*, the access point is merely a "wireless transmitter." (Col. 10, ll. 34-36). *Herrod* does not disclose that the access point transforms anything into a "serial data stream." Accordingly, *Herrod* specifically fails to teach, suggest, or disclose that the "secure data access port is operable to...transform the remote request into a serial data stream" as recited in amended Claim 41. Because *Herrod* fails to teach, suggest, or disclose this aspect of amended Claim 41, *Herrod* fails to support the rejection.

Second, *Herrod* fails to teach, suggest, or disclose "a plurality of local client devices communicatively coupled to the dealer management system" as recited in amended Claim 41. As explained above, *Herrod* discloses a handheld terminal associated with a cradle. (Col. 7, ll. 1-38; col. 19, ll. 14-29). In rejecting the claims, the Office Action equates the handheld terminal in *Herrod* with a client device and the cradle in *Herrod* with the "dealer

management system” recited in amended Claim 41. (Office Action; page 2). Notably, each cradle in *Herrod* is associated with only one handheld terminal. (Col. 10, ll. 25-36; Figs. 2b, 15). In *Herrod*, a single cradle is not “communicatively coupled” to more than one handheld terminal. In contrast, the “dealer management system” in amended Claim 41 is communicatively coupled to “a plurality of local client devices.” Because each cradle in *Herrod* is associated with only one handheld terminal, *Herrod* specifically fails to teach, suggest, or disclose “a plurality of local client devices communicatively coupled to the dealer management system” as recited in amended Claim 41. Because *Herrod* fails to teach, suggest, or disclose this aspect of amended Claim 41, *Herrod* fails to support the rejection.

Third, *Herrod* fails to teach, suggest, or disclose that “the transformed remote request is treated by the dealer management system as having a similar level of priority as the local request” as recited in amended Claim 41. As explained above, *Herrod* discloses a handheld terminal that wirelessly receives product information or shipping information from a host computer. (Col. 7, ll. 1-38; col. 19, ll. 14-29). The handheld terminal may communicate with the host computer via an “access point” or wireless transmitter. (Col. 10, ll. 25-58). *Herrod* discloses that the handheld terminal is associated with a cradle, which may transmit data between the handheld terminal and the host computer. (Col. 7, ll. 1-38). However, even if the cradle in *Herrod* represents a “dealer management system” (which Applicant traverses), *Herrod* specifically fails to teach, suggest, or disclose that the cradle treats “the transformed remote request...as having a similar level of priority as the local request” as recited in amended Claim 41. In the Office Action, the Examiner cites a portion of *Herrod* that discloses customer buying preferences. (*Herrod*; col. 11, ll. 27-47). In particular, *Herrod* states that “additional information concerning the customer’s buying patterns and preferences can be utilised to target the customer with selected product advertisements.” (*Herrod*; col. 11, ll. 37-39). The Examiner offers no explanation as to how customer buying preferences relate to a “level of priority” as recited in amended Claim 41. Using customer buying preferences to target a customer has nothing to do with treating “the transformed remote request...as having a similar level of priority as the local request” as recited in amended Claim 41. As a result, *Herrod* specifically fails to teach, suggest, or disclose that “the transformed remote request is treated by the dealer management system as having a similar level of priority as the local request” as recited in amended Claim 41. Accordingly, *Herrod*

fails to support the rejection. For at least the foregoing reasons, Applicant respectfully requests reconsideration and allowance of amended Claim 41.

In rejecting Claims 1 and 51, the Examiner employs the same rationale used to reject Claim 41. Accordingly, for at least reasons analogous to those stated above with respect to amended Claim 41, Applicant respectfully requests reconsideration and allowance of amended Claims 1 and 51.

Claims 2-12, 42-50, 52, and 54-60 depend from independent claims shown above to be allowable. In addition, these claims recite further elements not taught, suggested, or disclosed by *Herrod*. For example, *Herrod* fails to teach, suggest, or disclose that “the secure data access port comprises a board level computer, and the board level computer is operable to allow a remote system to remotely configure the secure data access port” as recited in amended Claim 42. As explained above, the Office Action equates the access point in *Herrod* with the “secure data access port” in amended Claim 42. According to *Herrod*, the access point is merely a wireless transmitter. (Col. 10, ll. 34-36). *Herrod* does not teach, suggest, or disclose that the access point comprises a “board level computer” as recited in amended Claim 42. Accordingly, *Herrod* specifically fails to teach, suggest, or disclose that “the secure data access port comprises a board level computer, and the board level computer is operable to allow a remote system to remotely configure the secure data access port” as recited in amended Claim 42. Accordingly, *Herrod* fails to support the rejection of amended Claim 42.

In addition, *Herrod* fails to teach, suggest, or disclose that “the secure data access port is assigned an IP address, and the remote system connects to the dealer management system...by entering the IP address of the secure data access port” as recited in Claim 3. As explained above, the Office Action equates the access point in *Herrod* with the “secure data access port” recited in Claim 3. The access point in *Herrod* is merely a wireless transmitter. (Col. 10, ll. 34-36). *Herrod* does not teach, suggest, or disclose that this wireless transmitter is assigned an IP address. Accordingly, *Herrod* specifically fails to teach, suggest, or disclose that the “the secure data access port is assigned an IP address, and the remote system connects to the dealer management system...by entering the IP address of the secure data access port” as recited in Claim 3. Because *Herrod* fails to teach, suggest, or disclose this aspect of Claim 3, *Herrod* fails to support the rejection.

Claim Rejections - 35 U.S.C. § 103

The Examiner rejects Claims 13 and 53 under 35 U.S.C. 103(a) as being unpatentable over *Herrod* in view of U.S. Patent No. 6,219,676 B1 issued to Reiner (“*Reiner*”). Applicant respectfully requests reconsideration and allowance of Claims 13 and 53.

Claims 13 and 53 depend from independent claims shown above to be allowable. In addition, these claims recite further elements not taught, suggested, or disclosed by the cited references. For at least these reasons, Applicant respectfully requests reconsideration and allowance of Claims 13 and 53.

New Claims 61-67

New Claims 61-67 depend from independent claims shown above to be allowable. In addition, these claims recite further elements not taught, suggested, or disclosed by the cited references. For example, the cited references fail to teach, suggest, or disclose that the “remote request comprises a request for a particular type of data...and the secure data access port comprises a data aggregation module that is operable to, according to configurable time intervals, repeatedly retrieve the particular type of data from the dealer management system” as recited in new Claim 66. The Office Action equates the access point (i.e., wireless transmitter) in *Herrod* with the “secure data access port” recited in new Claim 66. Even if the access point in *Herrod* represents a secure data access port (which Applicant traverses), *Herrod* specifically fails to teach, suggest, or disclose that the access point “comprises a data aggregation module that is operable to, according to configurable time intervals, repeatedly retrieve the particular type of data from the dealer management system” as recited in new Claim 66. Accordingly, the cited references do not support a rejection of new Claim 66. For at least the foregoing reasons, Applicant respectfully requests the Examiner to enter and allow new Claims 61-67.

CONCLUSION

Applicant has made an earnest attempt to place this case in condition for allowance. For the foregoing reasons, and for other reasons clearly apparent, Applicant respectfully requests full allowance of all pending claims.

If the Examiner feels that a telephone conference would advance prosecution of this Application in any manner, the Examiner is invited to contact Justin N. Stewart, Attorney for Applicant, at the Examiner's convenience at (214) 953-6755.

The Commissioner is hereby authorized to charge the \$350.00 fee for additional claims and to charge any additional fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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